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UNITED STATES OF AMERICA
10

11 UNITED STATES DISTRICT COURT

12 FOR THE CENTRAL DISTRICT OF CALIFORNIA

13 UNITED STATES OF AMERICA,

14 Plaintiff,

15 v.

16 MARIA ESPINOZA,
aka "Maria Piril,"
17 aka "Maria Gonzalez,"
aka "Maria Guadalupe Espinoza,"
18 aka "Maria Guadalupe Piril"

19 Defendant.
20

No. CR 15-330-GW

PLEA AGREEMENT FOR DEFENDANT
MARIA ESPINOZA

21 1. This constitutes the plea agreement between MARIA
22 ESPINOZA, also known as "Maria Piril," "Maria Gonzalez," "Maria
23 Guadalupe Espinoza," "Maria Guadalupe Piril" ("defendant") and the
24 United States Attorney's Office for the Central District of
25 California and the Fraud Section of the Criminal Division of the
26 United States Department of Justice (collectively, "the United
27 States") in the above-captioned case. This agreement is limited to
28 the United States Attorney's Office for the Central District of

1 California and the Fraud Section of the Criminal Division of the
2 United States Department of Justice and cannot bind any other
3 federal, state, local, or foreign prosecuting, enforcement,
4 administrative, or regulatory authorities.

5 DEFENDANT'S OBLIGATIONS

6 2. Defendant agrees to:

7 a) At the earliest opportunity requested by the United
8 States and provided by the Court, appear and plead guilty to count
9 one of the first superseding indictment in United States v. Oxana
10 Loutseiko, et al., CR No. 15-330, which charges defendant with
11 conspiracy to commit health care fraud, in violation of 18 U.S.C.
12 § 371.

13 b) Not contest facts agreed to in this agreement.

14 c) Abide by all agreements regarding sentencing
15 contained in this agreement.

16 d) Appear for all court appearances, surrender as
17 ordered for service of sentence, obey all conditions of any bond,
18 and obey any other ongoing court order in this matter.

19 e) Not commit any crime; however, offenses that would be
20 excluded for sentencing purposes under United States Sentencing
21 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are
22 not within the scope of this agreement.

23 f) Be truthful at all times with Pretrial Services, the
24 United States Probation Office, and the Court.

25 g) Pay the applicable special assessment at or before
26 the time of sentencing unless defendant lacks the ability to pay and
27 prior to sentencing submits a completed financial statement on a
28 form to be provided by the United States.

1 h) Make restitution in accordance with the Court's
2 order, and not seek the discharge of any restitution obligation, in
3 whole or in part, in any present or future bankruptcy proceeding.

4 THE UNITED STATES' OBLIGATIONS

5 3. The United States agrees to:

6 a) Not contest facts agreed to in this agreement.

7 b) Abide by all agreements regarding sentencing
8 contained in this agreement.

9 c) At the time of sentencing, provided that defendant
10 demonstrates an acceptance of responsibility for the offense up to
11 and including the time of sentencing, recommend a two-level
12 reduction in the applicable Sentencing Guidelines offense level,
13 pursuant to U.S.S.G. § 3E1.1, and recommend and, if necessary, move
14 for an additional one-level reduction if available under that
15 section.

16 d) Recommend that defendant be sentenced to a term of
17 imprisonment no higher than the low end of the applicable Sentencing
18 Guidelines range, provided that the offense level used by the Court
19 to determine that range is, after credit for acceptance of
20 responsibility under U.S.S.G. § 3E1.1, equal to or higher than 19,
21 and provided that the Court does not depart downward in offense
22 level or criminal history category. For purposes of this agreement,
23 the low end of the Sentencing Guidelines range is that defined by
24 the Sentencing Table in U.S.S.G. Chapter 5, Part A.

25 NATURE OF THE OFFENSE

26 4. Defendant understands that for defendant to be guilty of
27 the crime charged in count one of the first superseding indictment,
28 that is, conspiracy to pay and receive illegal remunerations for

1 health care referrals, in violation of Title 18, United States Code,
2 Section 371, the following must be true: (a) there was an agreement
3 between two or more persons to commit the crime of paying and
4 receiving health care kickbacks, in violation of 42 U.S.C. §§ 1320a-
5 7b(b)(1)(A) and (2)(A); (b) defendant became a member of the
6 conspiracy knowing of its object and intending to help accomplish
7 it; and (c) one of the members of the conspiracy performed at least
8 one overt act for the purpose of carrying out the conspiracy. In
9 order to be guilty of paying or receiving illegal remuneration for
10 health care referrals in violation of Title 42, United States Code,
11 Section 1320a-7b(b)(1)(A) and (2)(A), the following must be true:
12 (a) defendant paid or received remuneration in cash or kind from a
13 person; (b) defendant paid or received the remuneration to induce
14 the person or in return for referring an individual for the
15 furnishing of a service for which payment may be made under a
16 Federal health care program; and (c) defendant made or received the
17 offer or payment knowingly and willfully.

18 PENALTIES AND RESTITUTION

19 5. Defendant understands that the statutory maximum sentence
20 that the Court can impose for a violation of Title 18, United States
21 Code, Section 371, is: 5 years imprisonment; a 3-year period of
22 supervised release; a fine of \$250,000 or twice the gross gain or
23 gross loss resulting from the offense, whichever is greatest; and a
24 mandatory special assessment of \$100.

25 6. Defendant understands that defendant will be required to
26 pay full restitution to the victim of the offense to which defendant
27 is pleading guilty. Defendant agrees that, in return for the United
28 States' compliance with its obligations under this agreement, the

1 Court may order restitution to persons other than the victim of the
2 offense to which defendant is pleading guilty and in amounts greater
3 than those alleged in the count to which defendant is pleading
4 guilty. In particular, defendant agrees that the Court may order
5 restitution to any victim of any of the following for any losses
6 suffered by that victim as a result: (a) any relevant conduct, as
7 defined in U.S.S.G. § 1B1.3, in connection with the offense to which
8 defendant is pleading guilty; and (b) any counts dismissed pursuant
9 to this agreement as well as all relevant conduct, as defined in
10 U.S.S.G. § 1B1.3, in connection with those counts. The parties
11 currently believe that the applicable amount of restitution is at
12 least \$1,251,153, but recognize and agree that this amount could
13 change based on facts that come to the attention of the parties
14 prior to sentencing.

15 7. Defendant understands that supervised release is a period
16 of time following imprisonment during which defendant will be
17 subject to various restrictions and requirements. Defendant
18 understands that if defendant violates one or more of the conditions
19 of any supervised release imposed, defendant may be returned to
20 prison for all or part of the term of supervised release authorized
21 by statute for the offense that resulted in the term of supervised
22 release, which could result in defendant serving a total term of
23 imprisonment greater than the statutory maximum stated above.

24 8. Defendant understands that, by pleading guilty, defendant
25 may be giving up valuable government benefits and valuable civic
26 rights, such as the right to vote, the right to possess a firearm,
27 the right to hold office, and the right to serve on a jury.
28 Defendant understands that once the court accepts defendant's guilty

1 plea, it will be a federal felony for defendant to possess a firearm
2 or ammunition. Defendant understands that the conviction in this
3 case may also subject defendant to various other collateral
4 consequences, including but not limited to revocation of probation,
5 parole, or supervised release in another case and suspension or
6 revocation of a professional license. Defendant understands that
7 unanticipated collateral consequences will not serve as grounds to
8 withdraw defendant's guilty plea.

9 9. Defendant understands that, if defendant is not a United
10 States citizen, the felony conviction in this case may subject
11 defendant to: removal, also known as deportation, which may, under
12 some circumstances, be mandatory; denial of citizenship; and denial
13 of admission to the United States in the future. The court cannot,
14 and defendant's attorney also may not be able to, advise defendant
15 fully regarding the immigration consequences of the felony
16 conviction in this case. Defendant understands that unexpected
17 immigration consequences will not serve as grounds to withdraw
18 defendant's guilty plea.

19 FACTUAL BASIS

20 10. Defendant admits that defendant is, in fact, guilty of the
21 offense to which defendant is agreeing to plead guilty. Defendant
22 and the United States agree to the statement of facts provided below
23 and agree that this statement of facts is sufficient to support a
24 plea of guilty to the charge described in this agreement and to
25 establish the Sentencing Guidelines factors set forth in paragraph
26 12 below but is not meant to be a complete recitation of all facts
27 relevant to the underlying criminal conduct or all facts known to
28

1 either party that relate to that conduct. Defendant and the United
2 States agree and stipulate to the following facts:

3 Defendant was an administrative assistant at DaVita Doctors
4 Dialysis of East Los Angeles ("DaVita"), which was located at 950
5 South Eastern Avenue, Los Angeles, California 90022. As an
6 administrative assistant at DaVita, defendant was responsible for
7 arranging patient transportation.

8 At all times relevant to this plea agreement, the Medicare
9 Program ("Medicare") was a federal health care benefit program,
10 within the meaning of that term as used in Title 42, United States
11 Code, Section 1320a-7b(b). Beginning no later than in or around
12 2010, and continuing through in or around September 2013, in Los
13 Angeles County, within the Central District of California, and
14 elsewhere, defendant, together with others, knowingly combined,
15 conspired, and agreed to pay and receive kickbacks for patient
16 referrals, in violation of Title 42, United States Code, Section
17 1320a-7b(b)(1)(A) and (b)(2)(A).

18 Specifically, defendant conspired and agreed with OXANA
19 LOUTSEIKO, the Operations/General Manager at Mauran Ambulance
20 Service, Inc. ("Mauran") to receive cash kickbacks in return for
21 referrals to Mauran of dialysis patients for whom Mauran would
22 submit claims to Medicare for non-emergency ambulance transportation
23 services and other related services. Based on the patient referrals
24 from defendant that LOUTSEIKO obtained through illegal kickbacks,
25 Mauran submitted claims to Medicare for approximately \$2,483,974 and
26 was paid approximately \$1,251,153.

27 In or around April 2011, defendant accepted cash as a kickback
28 from LOUTSEIKO for patient referrals to Mauran. In or around May

2011, defendant accepted cash as a kickback from LOUTSEIKO for patient referrals to Mauran.

Defendant committed all of the above acts knowingly and willfully and for the purpose of carrying out the conspiracy. At the time defendant committed the above acts, defendant knew it was illegal to receive remuneration in exchange for referring Medicare beneficiaries to Mauran.

SENTENCING FACTORS

11. Defendant understands that in determining defendant's sentence the Court is required to calculate the applicable Sentencing Guidelines range and to consider that range, possible departures under the Sentencing Guidelines, and the other sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant understands that the Sentencing Guidelines are advisory only, that defendant cannot have any expectation of receiving a sentence within the calculated Sentencing Guidelines range, and that after considering the Sentencing Guidelines and the other § 3553(a) factors, the Court will be free to exercise its discretion to impose any sentence it finds appropriate up to the maximum set by statute for the crime of conviction.

12. Defendant and the United States agree to the following applicable Sentencing Guidelines factors:

Base Offense Level:	6	[U.S.S.G. § 2B1.1(a)(2)]
Loss Amount:		
More than \$1.5 million		
But less than \$3.5 million	16	[U.S.S.G. § 2B1.1(b)(1)]
Acceptance of Responsibility:	-3	[U.S.S.G. § 3E1.1]
Total Offense Level:	19	

1 The United States will agree to a two-level downward adjustment
2 for acceptance of responsibility (and, if applicable, move for an
3 additional one-level downward adjustment under U.S.S.G. § 3E1.1(b))
4 only if the conditions set forth in paragraph 3(c) are met. Subject
5 to paragraph 24 below, defendant and the United States agree not to
6 seek, argue, or suggest in any way, either orally or in writing,
7 that any other specific offense characteristics, adjustments, or
8 departures relating to the offense level be imposed, except that
9 defendant reserves the right to argue – and the government reserves
10 the right to oppose – that a two-level adjustment for minor role
11 under U.S.S.G. § 3B1.2 applies. Defendant agrees, however, that if,
12 after signing this agreement but prior to sentencing, defendant were
13 to commit an act, or the United States were to discover a previously
14 undiscovered act committed by defendant prior to signing this
15 agreement, which act, in the judgment of the United States,
16 constituted obstruction of justice within the meaning of U.S.S.G.
17 § 3C1.1, the United States would be free to seek the enhancement set
18 forth in that section.

19 13. Defendant understands that there is no agreement as to
20 defendant's criminal history or criminal history category.

21 14. Defendant and the United States reserve the right to argue
22 for a sentence outside the sentencing range established by the
23 Sentencing Guidelines based on the factors set forth in 18 U.S.C.
24 § 3553(a)(1), (a)(2), (a)(3), (a)(6), and (a)(7).

25 WAIVER OF CONSTITUTIONAL RIGHTS

26 15. Defendant understands that by pleading guilty, defendant
27 gives up the following rights:

28 a) The right to persist in a plea of not guilty.

1 b) The right to a speedy and public trial by jury.

2 c) The right to be represented by counsel - and if
3 necessary have the court appoint counsel - at trial. Defendant
4 understands, however, that, defendant retains the right to be
5 represented by counsel - and if necessary have the court appoint
6 counsel - at every other stage of the proceeding.

7 d) The right to be presumed innocent and to have the
8 burden of proof placed on the government to prove defendant guilty
9 beyond a reasonable doubt.

10 e) The right to confront and cross-examine witnesses
11 against defendant.

12 f) The right to testify and to present evidence in
13 opposition to the charges, including the right to compel the
14 attendance of witnesses to testify.

15 g) The right not to be compelled to testify, and, if
16 defendant chose not to testify or present evidence, to have that
17 choice not be used against defendant.

18 h) Any and all rights to pursue any affirmative
19 defenses, Fourth Amendment or Fifth Amendment claims, and other
20 pretrial motions that have been filed or could be filed.

21 WAIVER OF APPEAL OF CONVICTION

22 16. Defendant understands that, with the exception of an
23 appeal based on a claim that defendant's guilty plea was
24 involuntary, by pleading guilty defendant is waiving and giving up
25 any right to appeal defendant's conviction on the offense to which
26 defendant is pleading guilty.

LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

17. Defendant agrees that, provided the Court imposes a term of imprisonment within or below the range corresponding to an offense level of 19 and the criminal history category calculated by the Court, defendant gives up the right to appeal all of the following: (a) the procedures and calculations used to determine and impose any portion of the sentence, with the exception of the Court's calculation of defendant's criminal history category; (b) the term of imprisonment imposed by the Court, except to the extent it depends on the Court's calculation of defendant's criminal history category; (c) the fine imposed by the court, provided it is within the statutory maximum; (d) the amount and terms of any restitution order, provided it requires payment of no more than \$1,251,153; (e) the term of probation or supervised release imposed by the Court, provided it is within the statutory maximum; and (f) any of the following conditions of probation or supervised release imposed by the Court: the conditions set forth in General Orders 318, 01-05, and/or 05-02 of this Court; the drug testing conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

18. The United States agrees that, provided (a) all portions of the sentence are at or below the statutory maximum specified above and (b) the Court imposes a term of imprisonment within or above the range corresponding to an offense level of 19 and the criminal history category calculated by the Court, the United States gives up its right to appeal any portion of the sentence, with the exception that the United States reserves the right to appeal the

1 following: the amount of restitution ordered if that amount is less
2 than \$1,251,153.

3 RESULT OF WITHDRAWAL OF GUILTY PLEA

4 19. Defendant agrees that if, after entering a guilty plea
5 pursuant to this agreement, defendant seeks to withdraw and succeeds
6 in withdrawing defendant's guilty plea on any basis other than a
7 claim and finding that entry into this plea agreement was
8 involuntary, then (a) the United States will be relieved of all of
9 its obligations under this agreement; and (b) should the United
10 States choose to pursue any charge or any civil, administrative, or
11 regulatory action that was either dismissed or not filed as a result
12 of this agreement, then (i) any applicable statute of limitations
13 will be tolled between the date of defendant's signing of this
14 agreement and the filing commencing any such action; and (ii)
15 defendant waives and gives up all defenses based on the statute of
16 limitations, any claim of pre-indictment delay, or any speedy trial
17 claims with respect to any such action, except to the extent that
18 such defenses existed as of the date of defendant's signing this
19 agreement.

20 EFFECTIVE DATE OF AGREEMENT

21 20. This agreement is effective upon signature and execution
22 of all required certifications by defendant, defendant's counsel,
23 and a United States Department of Justice Trial Attorney.

24 BREACH OF AGREEMENT

25 21. Defendant agrees that if defendant, at any time after the
26 effective date of this agreement and execution of all required
27 certifications by defendant, defendant's counsel, and a United
28 States Department of Justice Trial Attorney, knowingly violates or

1 fails to perform any of defendant's obligations under this agreement
2 ("a breach"), the United States may declare this agreement breached.
3 For example, if defendant knowingly, in an interview, before a grand
4 jury, or at trial, falsely accuses another person of criminal
5 conduct or falsely minimizes defendant's own role, or the role of
6 another, in criminal conduct, defendant will have breached this
7 agreement. All of defendant's obligations are material, a single
8 breach of this agreement is sufficient for the United States to
9 declare a breach, and defendant shall not be deemed to have cured a
10 breach without the express agreement of the United States in
11 writing. If the United States declares this agreement breached, and
12 the Court finds such a breach to have occurred, then:

13 a) If defendant has previously entered a guilty plea
14 pursuant to this agreement, defendant will not be able to withdraw
15 the guilty plea.

16 b) The United States will be relieved of all its
17 obligations under this agreement; in particular, the United States:
18 (i) will no longer be bound by any agreements concerning sentencing
19 and will be free to seek any sentence up to the statutory maximum
20 for the crime to which defendant has pleaded guilty; and (ii) will
21 no longer be bound by any agreements regarding criminal prosecution,
22 and will be free to criminally prosecute defendant for any crime,
23 including charges that the United States would otherwise have been
24 obligated to dismiss pursuant to this agreement.

25 c) The United States will be free to criminally
26 prosecute defendant for false statement, obstruction of justice, and
27 perjury based on any knowingly false or misleading statement by
28 defendant.

1 22. Following the Court's finding of a knowing breach of this
2 agreement by defendant, should the United States choose to pursue
3 any charge that was either dismissed or not filed as a result of
4 this agreement, then:

5 a) Defendant agrees that any applicable statute of
6 limitations is tolled between the date of defendant's signing of
7 this agreement and the filing commencing any such action.

8 b) Defendant waives and gives up all defenses based on
9 the statute of limitations, any claim of pre-indictment delay, or
10 any speedy trial claim with respect to any such action, except to
11 the extent that such defenses existed as of the date of defendant's
12 signing this agreement.

13 c) Defendant agrees that: (i) any statements made by
14 defendant, under oath, at the guilty plea hearing (if such a hearing
15 occurred prior to the breach); (ii) the agreed to factual basis
16 statement in this agreement; and (iii) any evidence derived from
17 such statements, shall be admissible against defendant in any such
18 action against defendant, and defendant waives and gives up any
19 claim under the United States Constitution, any statute, Rule 410 of
20 the Federal Rules of Evidence, Rule 11(f) of the Federal Rules of
21 Criminal Procedure, or any other federal rule, that the statements
22 or nay evidence derived from the statement s should be suppressed or
23 are inadmissible.

24 COURT AND PROBATION OFFICE NOT PARTIES

25 23. Defendant understands that the Court and the United States
26 Probation Office are not parties to this agreement and need not
27 accept any of the United States' sentencing recommendations or the
28 parties' agreements to facts or sentencing factors.

1 24. Defendant understands that both defendant and the United
2 States are free to: (a) supplement the facts by supplying relevant
3 information to the United States Probation Office and the Court,
4 (b) correct any and all factual misstatements relating to the
5 Court's Sentencing Guidelines calculations and determination of
6 sentence, and (c) argue on appeal and collateral review that the
7 Court's Sentencing Guidelines calculations and the sentence it
8 chooses to impose are not error, although each party agrees to
9 maintain its view that the calculations in paragraph 12 are
10 consistent with the facts of this case. While this paragraph
11 permits both the United States and defendant to submit full and
12 complete factual information to the United States Probation Office
13 and the Court, even if that factual information may be viewed as
14 inconsistent with the facts agreed to in this agreement, this
15 paragraph does not affect defendant's and the United States'
16 obligations not to contest the facts agreed to in this agreement.

17 25. Defendant understands that even if the Court ignores any
18 sentencing recommendation, finds facts or reaches conclusions
19 different from those agreed to, and/or imposes any sentence up to
20 the maximum established by statute, defendant cannot, for that
21 reason, withdraw defendant's guilty plea, and defendant will remain
22 bound to fulfill all defendant's obligations under this agreement.
23 Defendant understands that no one -- not the prosecutor, defendant's
24 attorney, or the Court -- can make a binding prediction or promise
25 regarding the sentence defendant will receive, except that it will
26 be within the statutory maximum.

NO ADDITIONAL AGREEMENTS

26. Defendant understands that, except as set forth herein, there are no promises, understandings, or agreements between the United States and defendant or defendant's attorney, and that no additional promise, understanding, or agreement may be entered into unless in a writing signed by all parties or on the record in court.


PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

27. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF CALIFORNIA

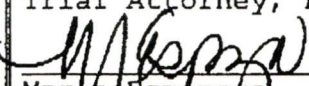
SANDRA R. BROWN
Acting United States Attorney



Alexis D. Gregorian
Trial Attorney, Fraud Section

Date

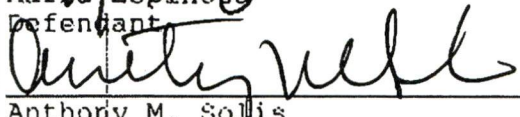
11/15/17



Maria Espinoza
Defendant

Date

11/15/17



Anthony M. Solis
Attorney for Defendant
Maria Espinoza


Date

11/15/17

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to

1 those terms. I have discussed the evidence with my attorney, and my
2 attorney has advised me of my rights, of possible pretrial motions
3 that might be filed, of possible defenses that might be asserted
4 either prior to or at trial, of the sentencing factors set forth in
5 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions,
6 and of the consequences of entering into this agreement. No
7 promises, inducements, or representations of any kind have been made
8 to me other than those contained in this agreement. No one has
9 threatened or forced me in any way to enter into this agreement. I
10 am satisfied with the representation of my attorney in this matter,
11 and I am pleading guilty because I am guilty of the charges and wish
12 to take advantage of the promises set forth in this agreement, and
13 not for any other reason.

14 
15 _____
16 Maria Espinoza
Defendant

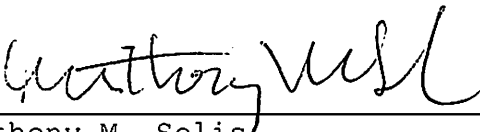
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Date

21 CERTIFICATION OF DEFENDANT'S ATTORNEY

22 I am Maria Espinoza's attorney. I have carefully and
23 thoroughly discussed every part of this agreement with my client.
24 Further, I have fully advised my client of her rights, of possible
25 pretrial motions that might be filed, of possible defenses that
26 might be asserted either prior to or at trial, of the sentencing
27 factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing
28 Guidelines provisions, and of the consequences of entering into this

1 agreement. To my knowledge: no promises, inducements, or
2 representations of any kind have been made to my client other than
3 those contained in this agreement; no one has threatened or forced
4 my client in any way to enter into this agreement; my client's
5 decision to enter into this agreement is an informed and voluntary
6 one; and the factual basis set forth in this agreement is sufficient
7 to support my client's entry of a guilty plea pursuant to this
8 agreement.

9
10 

11 Anthony M. Solis
12 Attorney for Defendant
Maria Espinoza

11/15/17
Date